

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

COURTNEE T. POKE,

Plaintiff,

v.

LT. PAMELA CLARK, et al.,

Defendants.

No. 4:22-CV-613 SRW

MEMORANDUM AND ORDER

This matter is before the Court *sua sponte*. The Court notes that a waiver of service was provided to the St. Louis City Counselor's Office on October 27, 2022. Service was effectuated on defendants, St. Louis City employees, in accordance with the Waiver of Service Agreement (Agreement) that was entered between the Court and the City Counselor's Office on December 20, 2018.

Pursuant to the Agreement, the City Counselor agreed to receive the Notice and Request sent by the Court and make reasonable efforts to transmit it to the defendant, even if the defendant was no longer an official or employee of the City. Additionally, within forty-five (45) days of the Notice and Request, the City Counselor agreed to either file a written notice with the Court that defendants had agreed to waive service of process, or file written notice that defendants had not agreed to waive service of process, or file written notice that the City Counselor would not be representing the defendants. At this time, approximately eighty-nine (89) days have passed since service of the waiver on the City Counselor's Office. No such written notice has been filed by the City Counselor's Office.

In accordance with the Agreement entered on December 20, 2018, the Court will therefore require the St. Louis City Counselor's Office to provide, within ten (10) days of the date of this Order, written notice to this Court, as to whether the City Counselor's Office will be representing defendants in this lawsuit.¹ If the City Counselor will be representing defendants, the City Counselor's Office shall file their answer, or other responsive pleading, within twenty-one (21) days of the date of this Memorandum and Order.

If the City Counselor decides not to represent defendants, the City Counselor's Office shall provide the Court, within twenty-one (21) days of the date of this Order, the last known home addresses for defendants, under seal and *ex parte*, so that service on those defendants can be made by summons.

Accordingly,

IT IS HEREBY ORDERED that the St. Louis City Counselor's Office shall provide, within ten (10) days of the date of this Order, written notice to this Court, as to whether the City Counselor's Office will be representing defendants in this lawsuit.

IT IS FURTHER ORDERED that if the City Counselor will be representing defendants, the City Counselor's Office shall file their answer, or other responsive pleading, within twenty-one (21) days of the date of this Memorandum and Order.

IT IS FURTHER ORDERED that if the City Counselor decides not to represent defendants, the City Counselor's Office shall provide the Court, within twenty-one (21) days of the date of this Order, the last known home addresses for defendants, under seal and *ex parte*, so that service on those defendants can be made by summons.

¹On January 23, 2023, the City Counselor's Office entered its appearance on behalf of the City of St. Louis.

IT IS FURTHER ORDERED that defendant, the City of St. Louis' failure to respond to this Order, in a timely manner, could result in a default judgment against one or more defendants.

Dated this 25th day of January, 2023.



STEPHEN R. WELBY
UNITED STATES MAGISTRATE JUDGE